

## PANASONIC "TWITTER GIVEAWAY" PROMOTION

### TERMS AND CONDITIONS

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents aged 18 years or over. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible.

Promotion commences at 9.30am AEDST and closes at 11:59am AEDST on 02/03/2011 ("Promotional Period").

3. To be eligible to enter, individuals must hold a current Twitter account and follow the Panasonic Twitter page during the Promotional Period.
4. To enter, individuals must submit a question via Panasonic's Twitter page to the Managing Director of Panasonic who will be logged onto Panasonic's Twitter page during the Promotional Period.
5. To submit a question to the Managing Director of Panasonic, individuals must visit Panasonic's Twitter page (<http://twitter.com/panasonicau>) and tweet a question to (#askpanasonicmd) during the Promotional Period.
6. Entrants agree to the following conditions:

(a) when they submit any materials for the promotion ("Content"), they, unless the Promoter advises otherwise, license and grant the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display such Content for any purpose in any media, without compensation, restriction on use, attribution or liability. They agree not to assert any moral rights in relation to such use. They warrant that they have the full authority to grant these rights.

(b) They agree that they are fully responsible for the Content they submit. They acknowledge that the Promoter, in its absolute discretion, may remove any Content from display at any time for any reason whatsoever, including but not limited to, where the Promoter reasonably suspects the Content does not comply with these Terms and Conditions. Notwithstanding the Promoter's right to remove any Content at any stage, the terms and warranties as set out in these Terms and Conditions will still apply. The Promoter shall not be liable in any way for such Content to the full extent permitted by law.

(c) They warrant and agree that:

- i) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
- ii) they will only submit Content which they have personally created;

- iii) their Content shall not contain viruses or cause injury or harm to any person or entity;
- iv) if their Content depicts any person other than themselves, they have obtained their consent to submit the Content for the purposes of the promotion; and
- v) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computers or communication systems.

Without limiting any other terms herein, they indemnify the Promoter, for any breach of the above terms of Clause 6.

7. Only one (1) entry permitted per person.
8. The Promoter reserves the right, at any time, to verify the validity of entries, votes and entrants and voters (including an entrant's or voter's identity, age and place of residence) and to disqualify any entrant or voter who submits an entry or vote that is not in accordance with these Terms and Conditions or who tampers with the entry or voting process. Errors and omissions will be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
9. This is a game of skill and chance plays no part in determining the winners. Each entry will be individually judged based on literary, creative and original merit of the question provided to the Managing Director of Panasonic. There will be one (1) winner in total.
10. The best valid entry, as determined by the judges, will be awarded a Panasonic Blu-Ray Player (Model No. DMP-BD65) valued at RRP\$249.
11. The prize is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified. In the event that the prize is unavailable, due to reasons beyond the control of the Promoter, the Promoter will offer an alternative prize of equivalent standard and specification.
12. Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
13. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
14. Any cost associated with accessing the promotional website is the entrant's or voter's responsibility and is dependent on the Internet service provider used.

15. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
16. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of the prize.
17. The laws of Australia apply to this promotion to the exclusion of any other law. Entrants submit to the exclusive jurisdiction of the courts of Australia.
18. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including, but not limited to, prize suppliers and as required, to Australian regulatory authorities. Entry is conditional on providing this information. If the entrant opts in at the time of entry the Promoter may, for an indefinite period unless otherwise advised, use the information for promotional, marketing and publicity purposes including sending electronic messages or telephoning the Entrant. Entrants should direct any request to access, update or correct information to the Promoter. All entries become the property of the Promoter.
19. The Promoter is Panasonic Australia Pty Ltd (ABN 83 001 592 187), 1 Innovation Rd, Macquarie Park, NSW 2113